

## ACITY OF CORONA ADMINISTRATIVE SERVICES DEPARTMENT PURCHASING DIVISION

June 26, 2017

SUBJECT: Notice Inviting Bids 17-064CA, Project No. 71580572

# ADDENDUM No. 1 Arantine Hills Force Main

This Addendum No. 1 to the subject Notice Inviting Bids extends the bid due date and time, modifies the bid validity period, provides revisions to the Special Provisions, and provides answers to RFI's received.

All provisions of and attachments to this Addendum No. 1 are hereby incorporated by reference into the subject NIB. Bidders shall account for all provisions pursuant to this Addendum No. 1 in submitting their bids. Each bidder shall acknowledge receipt of this Addendum in their Bid in the spaces provided therein.

### 1. <u>Contract Documents Revision:</u>

1.1 <u>Notice Inviting Bids</u>, paragraph 1, page 1 is hereby deleted in its entirety and replaced with the following:

The City of Corona Administrative Services Department – Purchasing Division ("City") will receive sealed bids for the **Arantine Hills Force Main, Project No. 71580572, NIB 17-064CA** at the City of Corona Administrative Services Department, Purchasing Division Office, 400 South Vicentia Ave., Suite 320, Corona, CA 92882 no later than **July 19, 2017, 2:00 p.m.,** at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms.

1.2 Section G – General Provisions, Section 7-3

*Add the following:* 

**Section 7-3.11 Third Party Insurance Requirements** 

Contractor shall secure and maintain, at its own expense and with companies acceptable to Arantine Hills Holdings LP ("Owner"), the following insurance coverages, and shall provide evidence of such insurance to Contractor prior to commencing Work:

## 1. Worker's Compensation: California Statutory Limits for Employees.

(a) Bodily Injury by accident: \$1,000,000 each accident;

(b) Bodily Injury by disease: \$1,000,000 policy limit;

(c) Bodily Injury by disease: \$1,000,000 each employee;

Attach to the Certificate of Insurance a Waiver of Subrogation endorsement in favor of Owner, TNHC Realty and Construction, Inc., TNHC-Arantine GP LLC, Arantine Hills Equity LP, TNHC Land Company LLC, PSPIB Realty U.S. Inc., Tricon Capital Group, Inc., Tricon Holdings USA, Tricon Holdings Canada, Inc., The New Home Company, Inc. and The New Home Company Southern California LLC. Contractor further waives its subrogation rights, if any, against the foregoing entities.

2. **Commercial Auto Liability Insurance**. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance including, but not limited to, owned autos, borrowed, hired or non-owned autos, trucks and trailers, with coverage to apply both on and away from the project site. Personal Auto Policies are NOT acceptable.

Owner, TNHC Realty and Construction, Inc., TNHC-Arantine GP LLC, Arantine Hills Equity LP, TNHC Land Company LLC, Tricon Capital Group, Inc., Tricon Holdings USA, PSPIB Realty U.S. Inc., Tricon Holdings Canada, Inc., The New Home Company, Inc., The New Home Company Southern California LLC shall be named as additional insured on the Commercial Auto policy; and a waiver of subrogation shall be issued in favor of those entities.

- 3. **Commercial General Liability Insurance.** Commercial General Liability (Best's rating A- VII or better) using 1998 ISO Commercial General Liability Form or later, for bodily injury and/or property damage liability, which shall remain in full force and effect at all times that the work is performed. The policy must include:
  - i. Minimum of \$2,000,000 General Aggregate (per Project); \$2,000,000 Products and Completed Operations Aggregate; \$2,000,000 Personal and Advertising Injury; \$2,000,000 Each Occurrence;
  - ii. Premises Operations, Products/Completed Operations Hazard, Contractual Insurance, Independent Contractors and Personal Injury;
  - iii. Subsidence coverage;

- iv. Contractor shall provide thirty (30) days' prior written notice of cancellation to Owner by certified mail;
- v. No exclusion for any aspect of Contractor's Work or services on the project;
- vi. Severability of interest with no cross liability exclusion;
- vii. Defense expenses are to be in addition to the limits of liability;
- viii. Coverage must be provided on a primary and non-contributory basis;
- ix. No deductible or SIR may exceed \$10,000, unless approved in advance in writing by Owner; and
- An endorsement in the form of CG 2010 1185 or equivalent X. naming the following entities and their respective officers. directors, owners and employees as additional insured using current forms, which provide complete coverage for premises liability, and ongoing, and completed operations where applicable, as may be specifically approved by Owner: Owner, TNHC Realty and Construction, Inc., TNHC-Arantine GP LLC, Arantine Hills Equity LP, TNHC Land Company LLC, Tricon Capital Group, Inc., Tricon Holdings USA, PSPIB Realty U.S. Inc., Tricon Holdings Canada, Inc., The New Home Company, Inc., The New Home Company Southern California LLC; if Contractor is unable to obtain the above endorsement or equivalent thereto, then shall provide to Owner a copy of the form of endorsement proposed to be used by Contractor in lieu of the above endorsement, which form shall be subject to Owner's approval exercised in Owner's sole and absolute discretion.

Certificates of Insurance and related endorsements affording evidence that all of the above requirements have been met shall be delivered to Owner prior to entering the property.

All coverage shall be provided on a primary and non-contributory basis. In addition, all limits of insurance are minimum limits only and not intended to restrict Contractor's liability.

#### 2. Responses to Questions:

2.01 **Question:** Please confirm the project work hours. Work hours were not stated in Specification Section 601 and a traffic control plan was not included in the bid documents.

**Answer:** A traffic control plan will be provided in a separate Addendum as an Appendix to the specifications. Specific work hours will be included on the traffic control plan. The project will include some portions of work that will be restricted to night time hours.

2.02 **Question:** What is the Engineer's Estimate for this Project?

**Answer:** The Engineer's Estimate is \$5,400,000 to \$6,300,000.

Carol Appelt
City of Corona
Administrative Services Department
Purchasing Division
400 S. Vicentia Ave., Suite 320
Corona, CA 92882
951-279-3620